

CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 2

Meeting Date: June 25, 2013

Attachments: X Yes No

CITY COUNCIL ACTION

Date: July 1, 2013

☐ Approved ☐ Denied
☐ Amended ☐ Tabled
☐ Other

Originating Department: Engineering

Action Requested: Accept the bid and award the Contract to Duininck, Inc. for the 2013 Willmar Avenue Improvements, Project No. 1302-A.

Recommended Action: Accept the bid and award the Contract to Duininck, Inc. in the amount of \$1,068,195.47 for the project.

Background/Summary: The City Council authorized advertisement for bids for the project at the May 20, 2013 Council Meeting. The project includes improvements to Willmar Avenue between 22nd Street SW and CSAH 5. The improvements consist of a new railroad crossing with improvements to accommodate a Quiet Zone. The bid received is approximately 11% above the Engineer's Estimate. Based on the unit prices received for the project, the costs associated with aggregate base class 5, bituminous, and storm sewer have increased 10 to 20 percent since bids were received earlier this year.

Alternatives: 1. Reject the bid
2. Delay the award of the project until a future date

Financial Considerations: The funding associated with the project includes State Aid Funds, Kandiyohi County State Aid Funds, and Local Option Sales Tax Funds.

Preparer: Jared Voge, P.E., Interim City Engineer

Signature: 

Comments:

BID TABULATION

PROJECT: 2013 WILLMAR AVENUE IMPROVEMENTS
CITY OF WILLMAR, MN

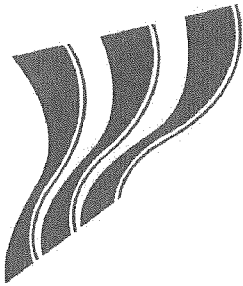
DATE: June 18, 2013
TIME: 1:00 p.m.

PROJECT NO. W18.105961 / S.A.P. 34-623-027 / S.A.P. 175-080-005

BIDDERS	TOTAL AMOUNT BID	BID BOND	ADDENDUM 1 & 2
1. Chad Monson Excavating, LLC Willmar, MN			
2. Civil Ag Group St. James, MN 56081			
3. Duininck, Inc. Prinsburg, MN	\$1,068,195.47	X	X
4. Quam Construction Company, Inc. Willmar, MN			
5.			
6.			
7.			
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Bolton & Menk, Inc.
CONSULTING ENGINEERS & SURVEYORS
Mankato – Fairmont – Sleepy Eye – Burnsville – Willmar – Chaska – Ramsey
Maplewood – Baxter – Rochester, MN; Spencer – Ames, IA



CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: 3

Meeting Date: June 24, 2013

Attachments: **X** Yes No

CITY COUNCIL ACTION

Date: July 1, 2013

☐ Approved ☐ Denied
☐ Amended ☐ Tabled
☐ Other

Originating Department: Engineering

Action Requested: Accept Bids and Award Contract to Kuechle Underground, Inc. for the 4th Avenue SW Improvements, Project No. 1302-B. The bid totals are as follows:

Base Bid + Alternate A: \$513,618.02

Base Bid + Alternate B: \$491,395.92

Recommended Action: Accept Bids and Award Contract to Kuechle Underground, Inc. for Base Bid and the selected alternate, in the amount of :

Base Bid + Alternate A: \$513,618.02

Base Bid + Alternate B: \$491,395.92

Background/Summary: The City Council authorized advertisement for bids for the project at the May 20, 2013 Council Meeting. As requested by Council, the project includes a base bid and bid alternates for concrete surfacing – Alternate A and bituminous surfacing – Alternate B. The low bid received is 12%, 7%, and 7% below the Engineer's Estimate for the base bid, Alternate A and Alternate B respectively. The life cycle cost based on the unit prices received is approximately equal for concrete and bituminous pavement.

Alternatives: 1. Reject Bids
2. Delay the award of the project until a future date

Financial Considerations: The funding associated with the project is from Local Option Sales Tax monies.

Preparer: Jared Voge, P.E., Interim City Engineer

Signature: 

Comments:

BID TABULATION

PROJECT: 4TH AVENUE SW IMPROVEMENTS - 2013
CITY OF WILLMAR, MN

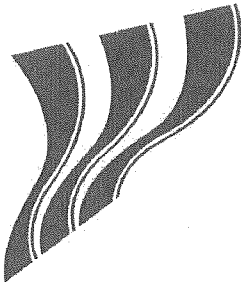
DATE: June 18, 2013
TIME: 1:15 p.m.

PROJECT NO. W18.105962

BIDDERS	BASE BID	BASE BID + ALTERNATE A	BASE BID + ALTERNATE B	BID BOND	ADDENDUM
1. Chad Monson Excavating, LLC Willmar, MN					
2. Civil Ag Group St. James, MN 56081					
3. Duininck, Inc. Prinsburg, MN	\$354,203.75	\$545,900.17	\$507,138.87	X	X
4. Geislinger & Sons Watkins, MN					
5. Kuehle Underground Inc. Kimball, MN	\$338,891.92	\$513,618.02	\$491,395.92	X	X
6. Quam Construction Company, Inc. Willmar, MN	\$349,999.45	\$544,694.65	No Bid	X	X
7. Voss Plumbing & Heating/Voss Concrete & Masonry Paynesville, MN	\$381,158.00	\$557,128.00	\$524,423.00	X	X
8.					
9.					
10					
11.					
12.					



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Mankato – Fairmont – Sleepy Eye – Burnsville – Willmar – Chaska – Ramsey
Maplewood – Baxter – Rochester, MN; Spencer – Ames, IA



**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION**

Agenda Item Number: 4

Meeting Date: June 25, 2013

Attachments: ☒ Yes ☐ No

CITY COUNCIL ACTION

Date: July 1, 2013

☐ Approved ☐ Denied
☐ Amended ☐ Tabled
☐ Other

Originating Department: Planning & Development Services

Agenda Item: Sump Pump Inspection Program Report

Recommended Action: Receive for information only.

Background/Summary: Bolton and Menk was engaged to conduct a sump pump inspection/compliance program. The summary report is attached.

Alternatives: NA

Financial Considerations: The City conservatively saves over \$8,600/year due to control of the subject area discharge and the required permits.

Preparer: Bruce D. Peterson, AICP

Signature:

Comments:



BOLTON & MENK, INC.®

Consulting Engineers & Surveyors

2040 Highway 12 East • Willmar, MN 56201-5818

Phone (320) 231-3956 • Fax (320) 231-9710

www.bolton-menk.com

MEMORANDUM

Date: June 5, 2013
To: Colleen Thompson, Superintendent
From: Barry Glienke, PE
Project Manager
Subject: Sump Pump Inspection Project
Willmar, MN
BMI Proj No: W14.103612

The Sump Pump Inspection Program consisted of two different areas of town, Ortenblad and Country Club Drive areas. During the summer and fall of 2011 and winter of 2013, 100% of the 581 units in the study area have been inspected. The original scope of the project was to inspect approximately 540 residents. The following is a breakdown of the actual results of each area inspected.

Ortenblad 318 units inspected

Country Club Drive – 263 units inspected

- North Phase 177 units inspected
- South Phase 86 units inspected

The City of Willmar allows by ordinance the discharge of sump pumps into the sanitary sewer during the months of November, December, January, February and March. This is allowed through a permit obtained from City Hall and this permit requires a \$50 yearly fee (\$10/month). This fee is imposed to cover the cost of treating the excess clear water discharged into the sanitary sewer system during those months. Outside discharge of the sump pump during those months may not be feasible and may cause safety concerns with freezing. During the course of the inspections about 70 new winter discharge permits were issued by the City in these project areas.

The City's current ordinance was reviewed for this project and was found to be up to date with recent case law. The latest legal judgment regarding these inspections required the city to allow the resident the option of hiring a licensed plumber to complete the inspection in lieu of allowing an agent of the City to enter the property. The City of Willmar's ordinance currently allows for this.



Colleen Thompson

6/5/13

Page 2

Based on the 2011 sewer budget, it costs the City of Willmar about \$2.83/1,000 gallons to treat their wastewater. This is based on the budgeted O&M expenses of \$4,636,283 and the City treating 1,637,714,000 gallons of sewage. It is very difficult for us to track the amount of illegal connections that were corrected through this project, since many residents may have corrected the issue prior to inspection. The one thing we can track is the amount of new winter discharge permits that were issued by the City. Through this process the City issued 70 new permits at \$50/year, in these areas, which is an additional \$3,500 a year in revenue, but more importantly these residents are no longer discharging into the sanitary sewer during the spring, summer and fall.

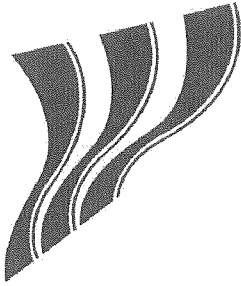
Each time a sump pump turns on it discharges about 9 gallons of water, during the spring it would not be uncommon for the pump to cycle every 30 minutes. Resulting in a discharge of about 430 gallon/day or 13,000 gallons/month, 26,000 gallons/60 days. The actual cost saving based on the \$2.83/1000 gallon figure over just those two months for the 70 new permits is about \$5,150. Again this is just based on the current O&M costs. This does not include additional capital cost to cover larger facility capacities or shortened life span of mechanical parts in the collection and treatment system due to increased use.

The \$10/month winter discharge fee seems to be reasonable. Based on the numbers above a resident would need to discharge 3,533 gallons per month at \$2.83/1000gal for the City to 'lose' money. The 3,533 gallons equates to the sump pump running 402 times a month, 13.33 times a day or once every 108 minutes. In the months of November through March in a normal year this would not happen.

A very conservative estimate of annual saving is \$8,650/year (\$3,500 + \$5,150). Again these numbers are based on the new winter discharge permits, 12.2% of the properties in the study area, applied for the permit. For the most part these areas of town are 'newer', built before it was required by the building code for the footing tile to be brought inside into a sump pit. This was a change from the past practice in the 60's, 70's and 80's to connect the footing tile line directly to the sewer service. If the City of Willmar continues with the program into the older part of the City the winter discharge permit success rate is expected to fall as more and more residents do not have sump pumps in the older parts of town.

A sump pump inspection program such as the one the City has completed is the most economical process for the rest of the community. The areas of town that may not have sump pumps can be tested through smoke testing or dye water testing, which are more labor and time intensive. With that in mind it is recommended to inspect all buildings for a proper sump pump connection first. Areas where some buildings do have sump pumps and some buildings do not, further testing would be needed such as, smoke testing and dye testing. These can be done in those more specific areas more economically.

Please do not hesitate to let me know if you have any questions or comments.



**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION**

Agenda Item Number: 6

Meeting Date: June 25, 2013

Attachments: Yes ☒ No

CITY COUNCIL ACTION

Date: July 1, 2013

☐ Approved ☐ Denied
☐ Amended ☐ Tabled
☐ Other

Originating Department: Planning & Development Services

Agenda Item: Downtown Gateways Presentation

Recommended Action: Approve the presented concept and initiate planning for funding, final design, and construction.

Background/Summary: Adam Arvidson will present a preferred concept for downtown gateways based on community feedback.

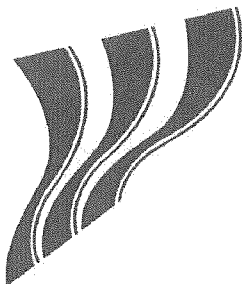
Alternatives: 1. Not approve the concept
2. Take no action

Financial Considerations: Gateways construction comes at an unknown cost. Cost estimates need to be developed for inclusion in the Capital Improvement Program.

Preparer: Bruce D. Peterson, AICP

Signature:

Comments:



**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION**

Agenda Item Number: ____

Meeting Date: June 25, 2013

Attachments: Yes ☒ No

CITY COUNCIL ACTION

Date: July 1, 2013

☐ Approved ☐ Denied
☐ Amended ☐ Tabled
☐ Other

Originating Department: Planning & Development Services

Agenda Item: Sperryville Lift Station Easement

Recommended Action: Approve the easement for property owned by Wanda Stallman in the amount of \$2,875.00.

Background/Summary: It is necessary to obtain an easement for the relocation of the Sperryville lift station. An easement and amount have been negotiated.

Alternatives: 1. Approve the easement
2. Look at another location
3. Do nothing

Financial Considerations: The Sperryville lift station was budgeted for in the 2013 CIP.

Preparer: Bruce D. Peterson, AICP

Signature:

Comments:

(Top 3 inches reserved for recording data)

PERMANENT UTILITY EASEMENT AGREEMENT

This Agreement is made this ____ day of _____, 2013 by and between Wanda M. Stallman, 204 High Ave NE, Willmar, MN 56201 (hereinafter "Grantor"), and the City of Willmar, a Minnesota Municipal Corporation, 333 6th Street SW, Willmar, Minnesota 56201 (hereinafter "Grantee").

AGREEMENT

That for good and valuable consideration paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. Permanent Utility Easement. The undersigned Grantor hereby grants and conveys to the Grantee a Permanent Easement, free and clear of all encumbrances, for utility purposes on, over, under and across the South 15.00 feet of Lot 6, Block 7, SPERRY's ADDITION to the City of Willmar as of public record, Kandiyohi County, Minnesota.

The above-described easement area shall be referred to hereinafter as the "Permanent Easement Area."

2. Scope of Permanent Utility Easement. This permanent utility easement includes the perpetual right for Grantee to construct, reconstruct, repair, improve, install, replace, enlarge, operate, service, inspect and maintain underground sanitary sewer lines, including related facilities such as manholes, cleanouts, lift stations and discharge lines, and such other below ground utility improvements the City may elect, within the Permanent Easement Area, and to make excavations and to grade as it may find reasonably necessary for such purposes. The Grantee shall have the right to trim and remove all trees and bushes, which may interfere with the exercise of the Grantee's rights pursuant to this Agreement.
3. Map of Permanent Easement Area. The Permanent Easement Area described above is shown on Exhibit A, which is attached hereto and incorporated herein by reference.

4. Grantor's Covenants. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real estate, is lawfully seized and possessed of said real estate, and that the Grantor has good and lawful right to grant the Permanent Utility Easement described herein.
5. Grantee's Access to Permanent Easement Area. The Grantee shall have the right of ingress and egress to and from the Permanent Utility Easement area by such route as shall occasion the least practical damage and inconvenience to the Grantor.
6. Obligations of Grantor. The Grantor shall not erect, construct or locate in the Permanent Utility Easement area any new structure or object or allow, take or authorize any other action that would in any way interfere with the Grantee's rights as identified herein, prevent the Grantee's reasonable access to the Permanent Utility Easement area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
7. Obligations of Grantee. The Grantee shall restore any and all disturbed areas within the Permanent Easement area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
8. General Provisions.
 - a. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
 - b. This Agreement shall be recorded at the time of its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of the public utility facilities constructed in the Permanent Utility Easement area in accordance with the grant of rights conveyed herein.

IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

[Signature pages to follow]

GRANTOR:

Wanda M. Stallman

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ____ day of _____,
2013, by Wanda M. Stallman, Grantor.

Notary Public

CITY OF WILLMAR, MINNESOTA:

By: _____
Charlene Stevens, Its City Administrator

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Frank Yanish, as Mayor, and Charlene Stevens, as City Administrator, for and on behalf of the City of Willmar, Minnesota, Grantee.

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

The diagram is a plat showing several blocks and lots. At the top is 'BLOCK 12'. Below it is 'BLOCK 13' containing 'LOT 8'. To the left of these is 'BLOCK 14' containing 'ELLEN AVE.'. To the right is 'HIGH STREET'. A large area is labeled 'BLOCK 6 ADDITION' and contains 'LOT 4', 'LOT 5', and 'LOT 6'. 'HAWAII AVE.' runs horizontally across the middle. 'ALLEY' runs vertically between 'HAWAII AVE.' and 'ELLEN AVE.'. 'LOT 6' is a specific lot within Block 6 Addition. It has a 'WEST LINE OF LOT 6' and an 'EAST LINE OF LOT 6'. A 'NORTH LINE OF THE SOUTH 15 FEET OF LOT 6' is shown, with a dimension of '750 SQ. FT. +/-' and '15.00'. The 'SW CORNER OF LOT 6' and 'SE CORNER OF LOT 6' are marked. A 'SOUTH LINE OF LOT 6' is also indicated. A 'SOUTH LINE OF SEC. 11, T-119, R-35' is shown at the bottom. A north arrow and a scale bar (0 to 20 feet) are located at the bottom center.

LEGAL DESCRIPTION

A permanent Easement for Utility purposes, over, under and across the South 15.00 feet of Lot 6, Block 7, SPERRY'S ADDITION as of public record, Kandiyohi County, Minnesota.

EASEMENT SKETCH PREPARED FOR:
CITY OF WILLMAR

JOB NO: 2013-75
FILE NAME: EASEMENT.DWG
LOCATION: 11-119-35

NOTE: THIS PLAT IS PREPARED FOR THE CITY OF WILLMAR, MINNESOTA. IT IS THE PROPERTY OF THE CITY OF WILLMAR, MINNESOTA. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE CITY OF WILLMAR, MINNESOTA. ANY REPRODUCTION OF THIS DOCUMENT IS PROHIBITED.

**370 CHASE, L.L. RD., SUITE 105
 COLO SPRING, MN 55002
 FAX 320-485-3056**

**EASEMENT SKETCH PREPARED BY:
 O'WALLEY & KRON
 LAND SURVEYORS, INC.
 1004 2ND ST. SE
 WILLMAR, MN 56201
 FAX 320-485-3056**

I HEREBY CERTIFY THAT THE SURVEY, PLAT OR MAP HEREON WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
 MINNESOTA PROFESSIONAL LAND SURVEYOR NO. 47196 DATE 6/18/2013

SHEET 1 OF 1

NOTE: THIS SURVEY IS INTENDED ONLY FOR THE BENEFIT OF THE PARTY TO WHOM IT WAS FORWARDED FOR AND SHOULD NOT BE USED BY ANY OTHER PARTY OR FOR ANY OTHER PURPOSE WITHOUT THE CONTRACTING THE SURVEYOR WHO DEVELOPED AND MADE THIS DOCUMENT. UNAUTHORIZED REPRODUCTION OF THIS DOCUMENT IS PROHIBITED.

370 CHAPEL HILL RD., SUITE 105
COLD SPRING, MN 56320
PH 320-685-5905
FAX 320-685-3056

EASEMENT SKETCH PREPARED BY:
O'MALLEY & KRON
LAND SURVEYORS, INC.

1004 2nd ST, SE
WILLMAR, MN 56201
PH. 320-235-4012
FAX 320-585-3056

1. I HEREBY CERTIFY THAT THE SURVEY, PLAT OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 04/26/2017

DESMOND C. O'NEILL
MINNESOTA REGISTRATION NO. 42364

SHEET 1 OF 1

LEGAL DESCRIPTION

A permanent Easement for Utility puposes, over, under and across the South 15.00 feet of Lot 6, Block 7, SHERY'S ADDITION as of public record, Kandiyohi County, Minnesota.

JOB NO:2013-75

FILE NAME: EASEMENT.DWG
LOCATION: 11-119-35

EASEMENT SKETCH PREPARED FOR:
CITY OF WILLMAR